ERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

Michelle T. Frazier
Plaintiff

FILED
CIVIL ACTIONS BRANCH
JUL 09 2002
Superior Court
of the District of Columbia
Washington, D.C.

vs.

C.A. No. 4826-02

Dorothy Douglas
Defendant

ORDER

Upon consideration of the plaintiff's application for a Temporary Restraining Order, and the record herein, it is by the Court this 9th day of July, 2002, hereby **Ordered,** that;

1. Defendant shall not ___assault, _/_threaten, __/_harass, or __/_physically abuse Plaintiff in any manner.
2. Defendant shall stay at least ~~100~~ 25 feet away from the Plaintiff's ___person, _/_home, ___workplace, and _____.
3. Defendant shall not contact the Plaintiff in any manner, including but not limited to: _/_telephone, _/_in writing, or _/_in any other manner either directly or indirectly through a third party.

Board of Zoning Adjustment
District of Columbia
CASE NO. 17304
EXHIBIT NO. 50A7

Further **ORDERED,** that this Order shall expire on the 19th day of July, 2002, unless extended for a like period for good cause shown; and that the parties shall next appear in Court on the 19th day of July, 2002, at 11:00 a.m. before Judge Judge Tim Murphy, Calendar # 10, for the setting of a hearing date on the Plaintiff's Motion for Preliminary Injunction.

Judge Tim Murphy

JUDGE

RECEIVED
Civil Clerk's Office
DEC 31 2002
Superior Court of the
District of Columbia
Washington, D.C.

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA

DOROTHY Y. DOUGLAS,

Plaintiff,

v.

MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION, INC.

Defendant.

Civil Action No.: 5299-02
Judge Natalia Combs-Greene
Next Event: Dispositive Motions
Decided - 12/28/2002

DEFENDANT'S REPLY IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT

Nothing contained in Ms. Douglas' Opposition to the Defendant's Motion for Summary Judgment rises to the level of a material fact in dispute which would defeat the Defendant's entitlement to judgment as a matter of law. With *pro se* parties there is always a temptation to read too much -- or too little -- into their court filings. This dilemma clearly confronts the defendant, the Marshall Heights Community Development Organization, Inc. ("Marshall Heights") in this case. While Ms. Douglas' filings are most difficult to read, as well as to comprehend, one point comes through loud and clear. She is equally persistent and insistent in her belief that Marshall Heights assumed a legal obligation to build her a five bedroom house and that its failure to do so is the product of unlawful discrimination. Indeed, if persistence alone were sufficient to create a colorable legal issue sufficient to withstand a motion for summary judgment, then Dorothy Douglas would undoubtedly prevail. But persistence by itself does not create a legal issue, and Ms. Douglas cannot prevail.

Read in a light most favorable to her, Ms. Douglas's Opposition does not dispute any of the material facts which entitle Marshall Heights to judgment as a matter of law. The record in

this case establishes beyond dispute that Ms. Douglas and Marshall Heights engaged in a series of conversations wherein she communicated to Marshall Heights her desire and need for a larger house to accommodate herself and her family including several foster children and Marshall Heights communicated to her its willingness to work with her to accomplish this goal. These conversations included discussions with Ms. Douglas regarding the possible sale of her current residence and the utilization of the proceeds from that sale as a down payment towards the purchase of a new and larger home to be constructed by Marshall Heights. However, the record in this case also establishes beyond dispute that these conversations never came to a definitive conclusion. Ms. Douglas never sold her current home. While she attempted to secure a mortgage commitment, it is undisputed that Ms. Douglas failed to qualify for a mortgage–an indispensable condition to her ability to finance the balance of the acquisition and construction cost of a new home. Consequently, Marshall Heights never contracted with Ms. Douglas to build her a house. While it may be regrettable that the parties never came together, it is not actionable.

Both this Honorable Court and Marshall Heights have been most patient with Ms. Douglas. Her handwritten filings have been for the most part illegible as well as incomprehensible. To its credit, this Honorable Court did not immediately dismiss the complaint. *Pro se* individuals are, and should be, entitled to a full and fair opportunity to identify relevant factual and legal issues sufficient to establish a cognizable claim. In this case, that process is now complete. Now having afforded Ms. Douglas a full and fair opportunity to support her grievances, Marshall Heights respectfully submits that it is time to bring this matter to a conclusion.

In her Opposition to Defendant's Motion for Summary Judgment (and the "amended" opposition which appears to be nothing more than a supplement to the earlier filing), Dorothy Douglas has failed to meet her burden of demonstrating the existence of any material facts which would preclude Marshall Heights' entitlement to judgment as a matter of law. She has submitted no affidavits. She has submitted no deposition testimony. She has offered no relevant or admissible documentary evidence to support her claimed entitlement to a house or to support her claim that her failure to get a house is the product of unlawful discrimination.

SCR-Civil 56(e) requires a non-movant to set forth and support specific relevant facts, in an affidavit or similar sworn fashion, demonstrating a genuine issue for trial with regard to her entitlement to a house or her claim that she is the victim of unlawful discrimination. See Potts v. District of Columbia, 697 A.2d 1249 (D.C. 1997). Ms. Douglas has failed to do so. Her unsworn allegations are for the most part incomprehensible. A majority of her statements reflect inadmissible hearsay, and are therefore insufficient to defeat the instant motion for summary judgment.

I. Neither Lloyd Smith's September 25, 1998 Letter, nor Any Alleged Oral Agreement Permit the Plaintiff to Maintain a Breach of Contract Claim.

Boiled down, Ms. Douglas appears to be making two arguments with respect to her breach of contract claim.[1] First, she asserts that a September 25, 1998 letter from Lloyd Smith to her then attorney represents a sufficient writing to create a binding and enforceable contract

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[1] Ms. Douglas also appears to argue that the Defendant's references to her breach of contract claim in various papers filed in the previous litigation in the U.S. District Court for the District of Columbia somehow support the merits of the claim rather than merely recognizing that she was asserting it (or categorizing the claim she was asserting). Such an argument is clearly infirm.

obligating Marshall Heights to give her a house. Second, she asserts that the Smith letter is a sufficient written memorialization, meeting the requirements of the Statute of Frauds, of a more expansive partially performed oral agreement. At the end of the day, Ms Douglas' contract claims arise out of her belief that she is entitled to a piece of real estate, to a house, coupled with her belief that Marshall Heights obligated itself to build and sell to her this piece of real estate, a house.

In support of her beliefs, Ms. Douglas recites the general principle that, to meet the requirements of the Statute of Frauds, a written memorialization of a contract need only be signed by the party against whom enforcement is sought. Marshall Heights does not argue with this principal of law, just its applicability and relevance to the merits of the instant case. It is not the lack of Ms. Douglas' signature on the Smith letter that is fatal to her contract claim, it is the lack of specificity in the content of the Smith letter which is fatal.

Contracts involving real estate are different from ordinary commercial agreements. Indeed, it is well-settled that, at a minimum, contracts for the sale of real property must contain 1) a description of the property and 2) the purchase price. Mr. Smith's letter contains neither. Ms. Douglas cannot identify the real estate she contends Marshall Heights agreed to sell her because no specific parcel of real estate was ever agreed upon between Marshall Heights and Ms. Douglas. Likewise, no purchase price is asserted by Ms. Douglas as having been agreed to by Marshall Heights because none was ever established. In the absence of these minimum requirements, Ms. Douglas' claim that the Smith letter memorializes Marshall Heights' agreement to build and sell her a house must fail as a matter of law. Apostolides v. Colecchia, 221 A.2d 437, 438 (D.C. App. 1966). Nor is there any basis to conclude that Ms. Douglas relied

upon any representation of Marshall Heights so as to trigger an estoppel. On the contrary, Ms. Douglas candidly acknowledged that she needed to obtain a mortgage; that she sought pre-qualification for a mortgage; and, that she was denied approval.

At most, the Smith letter and her mortgage application evidences an intention to agree, that is to say, it evidences Marshall Heights' willingness to engage itself in a process which might or might not ultimately result in a contract to build Ms. Douglas a house. The process clearly never got to the contracting stage for the reasons stated in the Motion for Summary Judgment. Accordingly, Ms. Douglas' contract claim must fail.

II. None of the New Allegations Raised By Ms. Douglas Are Cognizable Claims for which Relief May Be Granted.

In her Opposition, Ms. Douglas articulates a number of new allegations not raised previously in her Complaint or in discovery. First, she alleges that Marshall Heights violated the "blockbusting" provisions of the Fair Housing Act, 42 U.S.C. § 3604(e) which prohibits any person "[f]or profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, sex, handicap, familial status, or national origin.". Ms. Douglas alleged that a social worker[2] involved in Ms. Douglas's foster care situation was told by some unidentified individual at Marshall Heights in February of 1998 that if Ms. Douglas were to sell her house, she would not get fair market value for it because of its condition and location. That statement, even if made could not violate the blockbusting provisions of Federal

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[2] As a threshold matter, the alleged statement by the social worker about what a Marshall Heights employee told her is inadmissible hearsay insufficient to defeat summary judgment.

law because (1) the statement could not reasonably be construed as an attempt to induce any person to sell or rent a dwelling; and (2) the statement makes no representations regarding the entry or prospective entry into the neighborhood of any persons.

Ms. Douglas goes on to make various seemingly disjointed statements concerning her interaction with FNMC Mortgage related to its denial of approval of her application for mortgage pre-qualification. FNMC Mortgage is not a defendant in this case nor is it an agent of Marshall Heights. Indeed, Ms. Douglas appears to concede Michael Crescenzo's sworn statement that there is no relationship between Marshall Heights and FNMC Mortgage. Consequently, whatever FNMC Mortgage and its employees said or did not say, did or failed to do, cannot form the basis for a claim against Marshall Heights.[3]

Ms. Douglas goes on to argue that the statements attributed to Marshall Heights' counsel in the course of the litigation in U.S. District Court as well as questions regarding her disability propounded to her in a deposition violated the Fair Housing Act. Assuming *arguendo* that the statements attributed by Ms. Douglas to counsel are accurate, Ms. Douglas fails to understand that the statements and actions of attorneys within the confines of the litigation process are not themselves actionable. While the Fair Housing Act's implementing regulations do prohibit making inquiries of an applicant for a dwelling about the nature or severity of the handicap of any person intending to reside there, see 24 C.F.R. § 100.202(c), Ms. Douglas is no longer an

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[3] To the extent that any of Ms. Douglas's allegations regarding discrimination in making available loans could be construed as being asserted against Marshall Heights itself, such allegations cannot support a viable claim because it is undisputed that Marshall Heights has never provided first trust mortgage loans to homebuyers and has not provided any mortgage loans to homebuyers since at least 1994.

applicant for a dwelling. She is a plaintiff asserting a claim of housing discrimination based upon her disability.

Finally, Ms. Douglas appears to allege that she applied for jobs at Marshall Heights and was treated in a discriminatory manner. This allegation states no claim under the Fair Housing Act. To the extent that it could be interpreted as an employment discrimination claim under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e *et seq.*, such a claim must fail because Ms. Douglas has not exhausted her administrative remedies with respect to such a claim, as required by 42 U.S.C. 20003-5(f)(1). See Love v. Pullman Co., 404 U.S. 522, 523 (1972). She testified in her deposition that the only administrative charge of discrimination she had ever filed was against the D.C. Department of Corrections. See Deposition of Dorothy Douglas, Volume 1 ("Douglas Dep. 1") at 10, line 3 to 11, line 6. To the extent that it could be interpreted as a claim under the District of Columbia Human Rights Act, as amended ("DCHRA"), D.C. Code § 2-1401.01 *et seq.*, such a claim would be time-barred. In her deposition, Ms. Douglas identified two jobs for which she applied at Marshall Heights. She testified that she applied for the first job, a Human Resources Administrator position, in 1998. Deposition of Dorothy Douglas, Volume 2 ("Douglas Dep. 2") at 9, lines 7 - 17; Douglas Dep. 2, Exhibit 7. Ms. Douglas did not remember when she applied for the second position, but it is undisputed that the position was posted as available on November 12, 1998. See Douglas Dep. 2 at 12, lines 2 - 22; Douglas Dep. 2, Exhibit 8. Both positions were filled prior to January 1, 2000, more than one year before Ms. Douglas filed her complaint against Marshall Heights in the U.S. District Court for the District of Columbia. A civil suit under the DCHRA alleging any discrimination other

than housing discrimination must be filed within one year of the alleged unlawful act. D.C. Code § 2-1403.16. See Paul v. Howard University, 754 A.2d 297 (D.C. 2000).

Conclusion

At the end, the Court must return to the Plaintiff's Complaint. In this Complaint, Ms. Douglas alleges that Marshall Heights breached a contract to build her a five-bedroom house; discriminated against her on the basis of her disability and familial status by not "providing" her with such a house including an allegation that Marshall Heights retaliated against her for having filed lawsuits against it. Ms. Douglas has failed to adduce any admissible evidence establishing disputed facts which would preclude Marshall Heights entitlement to summary judgment on all of Ms. Douglas's claims. An action based on the existence of an enforceable contract for the sale of real property must fail for the reasons stated. Moreover, Ms. Douglas has failed to meet her burden of proceeding setting forth a *prima facie* case of housing discrimination. Ms. Douglas has failed to put forward any evidence to rebut Marshall Heights' legitimate, non-discriminatory reasons for not building and selling her a house. Indeed Ms. Douglas acknowledges that she did not provide Marshall Heights with a mortgage pre-qualification letter because she was denied pre-qualification. Finally, the harassment Ms. Douglas alleges she has suffered and is suffering at the hand of her neighbors in retaliation for having filed this litigation by her own testimony began more than a year before she filed her lawsuit and the people she alleges are harassing her are not officers, directors, employees, or agents of Marshall Heights. For all these reasons, as explained in its *Memorandum of Points and Authorities in Support of Defendant's Motion for Summary Judgment*, Marshall Heights is entitled to summary judgment on all claims.

Respectfully submitted,

SCHEUERMANN & TERHUNE

By: _____

John E. Scheuermann (#185470)
Elizabeth Menist (#475052)
700 E Street, S.E.
Washington, D.C. 20003
(202) 547-9180
(202) 547-2050 (fax)

Counsel for the Defendant

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Defendant's Reply in Support of its Motion for Summary Judgment was this 30th day of December, 2002, sent by certified mail, return receipt requested to Dorothy Y. Douglas, 4401 Minnesota Avenue, N.E., Washington, D.C. 20019, plaintiff *pro se*.

_____

Elizabeth Menist

COPY

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA

(Civil Division)

- - - - - - - - - - - - - - - - - - - X

DOROTHY Y. DOUGLAS, :

Plaintiff, :

v. : Case No. 5299-02

MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION, INC., :

Defendant. :

- - - - - - - - - - - - - - - - - - - X

Washington, D.C.

Friday, November 8, 2002

DEPOSITION OF DOROTHY Y. DOUGLAS, the witness herein, called for examination by counsel for the defendant in the above-entitled matter, pursuant to notice, the witness being duly sworn by DEBORAH S. CUBBAGE, a notary public in and for the District of Columbia, at the law offices of Scheuermann & Terhune, 700 E Street, S.E., Washington, D.C., commencing at 1:15 p.m., the proceedings being recorded by stenotype by DEBORAH S. CUBBAGE of DSC Reporting, Inc., and transcribed under her direction.

LASER STOCK FORM B

THE COBBY GROUP 1 800 255 5040

Q. Has anyone ever filed a lawsuit against you?

A. No.

Q. Have you ever filed an administrative charge of discrimination with the Equal Employment Opportunity Commission or with the D.C. Human Rights Commission or any other administrative agency?

A. Yes, I have.

Q. I'm sorry.

A. I say, "Yes, I have."

Q. Could you tell me about that -- strike.

How many administrative charges have you filed?

A. I don't understand what you are saying, "how many administrative charges you filed."

So could you explain that to me?

Q. You just answered my question by saying, yes, you had filed a charge of discrimination with an administrative agency.

How many times have you filed a charge of discrimination with an administrative agency?

A. Well, with my job; so that's been ongoing or pending. So that was a class action lawsuit. So -- and that's just -- that's about the only one that I had.

Q. You were part of a class action lawsuit --

THE CORBY GROUP 1-800-255-5040 LASER STOCK FORM B

A. Yes.

Q. -- against your employer.

A. Yes.

Q. Which employer?

A. The Department of Correction, D.C. Department of Corrections.

Q. And did I correctly understand you to say that that's still pending?

A. Well, that's resolved.

Q. I'm sorry.

What was the result of the lawsuit against the Department of Corrections?

A. Class action was won.

Q. Did you review any documents relating to this case in preparation for coming here to your deposition today?

A. What do you mean "review"?

Documents are you saying?

Q. Any documents.

Did you look at any documents relating to this case before you came here?

A. Yes. I read a book that I have, that I just received, in the Kinship Care booklet that I have reviewed.

Q. And how does that pertain to this lawsuit?

THE CORBY GROUP 1-800-255-5040 LASER STOCK FORM B

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

DOROTHY DOUGLAS, Plaintiff, vs. MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION, INC., Defendant.	CIVIL ACTION NO. 5299-02

Washington, D.C.

Wednesday, November 13, 2002

Deposition of

DOROTHY DOUGLAS

called for examination by counsel for the defendant, pursuant to notice, in the offices of Scheuermann & Terhune, 700 E Street, S.E., Washington, D.C., 20003, commencing at 4:00 o'clock, p.m., before John Jeszenszky, court reporter and Notary Public for the District of Columbia, when were present on behalf of the respective parties:

Reported by: John Jeszenszky

Q. Thank you.

(Thereupon, the document referred to above was marked for Identification as Deposition Exhibit No. 6.)

BY MS. MENIST:

Q. I'm showing you what the court reporter is marking as exhibit number seven. What is this document? (Handing document to the witness.)

A. (Witness examining document.)

This is the job that I applied with Marshall Heights, that was thrown in the trash, as a Human Resource Administrator. That's one of the positions that I applied for with Ms. --

Q. When did you apply for this position as Human Resources Administrator?

A. In 1998. How long is 1998?

Q. When you applied for this position, what information did you submit to Marshall Heights as part of your application?

A. Well, they asked me to submit my resume, and they had already known my experience in the field, working in the community as Program

Exhibit No. 7.)

BY MS. MENIST:

Q. I'm showing you what the court reporter is marking as deposition exhibit eight. What is this document? (Handing document to the witness.)

A. (Witness examining document.)

This document is another position that I applied for, the name of it, Advocate, which I had experience with in the community.

I gave it to Mr. -- the person that was in charge at the time. This is the other application that I applied for -- I applied for two, or maybe another one, but I'm not sure about the other one.

Q. Do I understand you correctly that you applied for this position and the position listed in exhibit seven at the same time?

A. I don't know if it's the same time, but I know I applied for the positions. I'm not -- I'm sure not the same dates, but the positions for what I applied.

Q. When you applied for the position

MHCDO
VACANCY ANNOUNCEMENT

Marshall Heights Community Development Organization, Inc.
3917 Minnesota Avenue, NE (Second Floor)
Washington, DC 20019

CONTACT PERSON: Jacquelyn Henry
PHONE: (202) 396-1200
FAX. (202) 396-4106

COMPANY PROFILE | *MHCDO is a not-for-profit community-based organization which offers an array of Housing & economic development, substance abuse prevention & intervention, and human services program to address the needs of the residents of Wards Seven and Six East.*

"MHCDO's mission is to build hope, people, neighborhoods, homes, businesses, jobs, and to expand economic opportunity for the citizens of Ward 7 of the District of Columbia."

POSITION

TITLE: Human Resources Administrator
SALARY: $35,000 - $40,000
LOCATION: 3917 Minnesota Avenue, NE
Washington, DC 20019
OPENING DATE: December 29, 1997
CLOSING DATE: January 30, 1998
AREA OF CONSIDERATION: DISTRICT OF COLUMBIA
DESCRIPTION: This position is established in the Administration Division. Incumbent is responsible for planning, organizing, coordinating, directing, and controlling the major functions of human resource administration. Duties and responsibilities include, but are not limited to:

- Understands & fully executes decisions consistent with the vision, mission, goals and objectives of MHCDC
- Administers annual job analysis of positions
- Conducts an annual 3-year forecast of organization personnel needs working closely with Division Vice Presidents
- Creates, revises, updates, and maintains human resource policies, procedures, rules, and programs (Board approval)
- Administers a fair and equitable selection program and process
- Develops and manages a friendly, positive, and information orientation program
- Conducts environmental scans and analysis to determine the production and performance profile of employees on an annual basis
- Manages the organization's personnel evaluation system
- Analyses all personnel disciplinary cases to ensure "Just Cause" exists in each case
- Analyses and makes recommendations to Senior Vice President on all personnel transactions requiring Senior staff approval.
- Prepares termination and retirement documents for employees who are leaving or retiring from MHCDO
- Designs, maintains, and innovates incentive and motivation programs
- Reviews, updates, and revises Employee Utilization Plans to ensure compliance with Affirmative Action Initiatives and grant or project human resource requirement orders
- Takes the lead to create a warm people-oriented organizational culture in MHCDO by developing programs

QUALIFICATIONS

Four year college or university degree in Personnel, Human Resources Management, Business Administration or a combination of experience, education, and training equivalent to a four-year degree in human resource management. Demonstrative experience in forecasting, recruiting, selecting, training, developing, appraising, promoting, disciplining, termination, and discharging personnel for a 100-person community-based organization. Ability to conduct researches and makes written and oral presentations. Ability to plan, organize, coordinate, direct, and control human resource management activities with an across-the-board 70% personnel transaction success rate. Working knowledge of computer software packages in a window environment, preferably the Microsoft Suite. Must conduct self in a professional manner and people-oriented. Excellent oral and written communications skills. Ability to juggle multiple tasks. Must pass a drug test, submit police clearance, and register with the Child Protective Registry upon being hired. DC resident preferred. Ward 7 residency a plus.

BENEFITS: MHCDO offers a full line of employee benefits including; life, health, and dental insurance; annual and sick leave; retirement; ten paid holidays; close to Metro; and free parking.

HOW TO APPLY: Interested persons should submit a resume w/salary requirement, references & writing sample to:

Marshall Heights Community Development Org, Inc.
3917 Minnesota Avenue, N.E.
Washington, D.C. 20019
ATTN: HR Administrator

An Equal Opportunity Employer

EXHIBIT 7
DOUGLAS
11/13/02

MHCDO
VACANCY ANNOUNCEMENT

Marshall Heights Community Development Organization, Inc.
3917 Minnesota Avenue, NE (Second Floor)
Washington, DC 20019

CONTACT PERSON: D. Maurice Rawles
PHONE: (202) 396-1200
FAX: (202) 396-4106

COMPANY PROFILE

MHCDO is a not-for-profit community-based organization which offers an array of housing & economic development, substance abuse prevention & intervention, and human services programs to address the needs of the residents of Wards Seven and Six East.

"MHCDO's mission is to build hope, people, neighborhoods, homes, businesses, jobs, and to expand economic opportunity for the citizens of Ward 7 of the District of Columbia."

POSITION

TITLE: Neighborhood Advocate

DIVISION: Human Services/Family Services Branch
SALARY: $28,000
LOCATION: 3732 Minnesota Ave., NE, Wash., DC 20019
OPENING DATE: November 12, 1998
CLOSING DATE: Open Until Filled
AREA OF CONSIDERATION: DC/Ward 7
DESCRIPTION:
This position is established in the Human Services Division whose mission is to foster a comprehensive social service delivery system designed to enhance the stabilization, empowerment, and personal development of families and children of Ward 7 who are adversely affected by economic and social conditions. The primary purpose of this position is to develop the capacity of community groups to address family issues and develop effective family support networks in their respective neighborhoods.

The incumbent will:

- Assists East River Collaborative to obtain resident engagement from targeted public housing developments to plan and implement the community-based child welfare service delivery system.
- Develop and implement community outreach and grassroots education and awareness program.
- Coordinate with East River partners to identify and recruit neighborhood/parent advocates and foster and adoptive parents.
- Provide training and technical assistance to Ward 7 residents interested in the welfare of children.
- Plan and coordinate the activities of the citizen's advisory council.
- Work with public housing residents' organizations and attend resident council meetings
- Active in disseminating and collecting community information.
- Participates in outreach activities to educate neighborhood residents on child abuse and neglect issues.
- Assists with the coordination and implementation of the Family Support Center.
- Develops and maintain working relationships with board members, staff, collaborative partners, and residents.
- Completes other duties as assigned.

QUALIFICATIONS

Bachelor's Degree in the field of social work or related field or an equivalent of education, training and experience. General knowledge of community organizing and familiarity with child abuse and neglect issues and prevention. Ability to communicate effectively in writing and orally. Skill in organizing and carrying out activities with limited supervision. Experience working with families with multi-faceted problems. Computer literacy and Ward 7 residency a plus.

Incumbent must be cleared through the child protection registry, submit a police clearance, provide a health certificate, and pass a drug test upon hiring. Ward 7 residency a plus.

HOW TO APPLY: Interested persons should fax 202 396-4106 or submit a resume w/salary requirement, references & writing sample to:

Marshall Heights Community Development Org. Inc.
3917 Minnesota Avenue, N.E.
Washington, D.C. 20019
ATTN: Human Resources Department/FA

An Equal Opportunity Employer

EXHIBIT #8
Declarations

BENEFITS

MHCDO offers a full line of employee benefits, including, life, health, and dental insurance; annual and sick leave; retirement; ten paid holidays; close to Metro; and free parking

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

DOROTHY Y. DOUGLAS,	)	
	)	Civil Action No.: 02-CA-005299
Plaintiff,	)	Calendar No. 11
	)	Judge Natalia M. Combs Greene
v.	)	
	)	
MARSHALL HEIGHTS COMMUNITY, DEVELOPMENT ORGANIZATION, INC.	)	
	)	
Defendant.	)	

ORDER

This matter is before the Court on defendant, Marshall Heights Community Development Organization, Inc. ("MHDCO") Motion for Summary Judgment. MHDCO moves the Court to grant judgment as a matter of law in favor of defendants, on the grounds that no general issue of material fact is in dispute with respect to any of the plaintiff's claims.

Rule 56 indicates that a court should grant a motion for summary judgment when "there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Super. Ct. Civ. R. 56(c). The Court of Appeals has framed the issue in this fashion, "[s]ummary judgment is appropriate when there are no material facts in dispute and it is clear that the moving party is entitled to judgment as a matter of law." *Townsend v. Waldo*, 640 A.2d 185 (D.C. 1994).

When a party moves for summary judgment, "[t]he moving party carries the burden of proving that no genuine issue of fact is in dispute." *Grant v. May Dept. Stores*, 786 A.2d 580, 583 (D.C. 2001). The moving party may shift this burden if they can successfully show that if the case proceeded to trial, the nonmoving party would not be able to bring forth any competent evidence against them. *Nader v. de Toledano*, 408 A.2d 31 (1979). In considering the motion,

"[t]he pleadings, depositions, and affidavits admitted in support of the motion must be viewed in the light most favorable to the non-moving party." *Id.* (citation omitted).

After the moving party makes a showing that there is no genuine issue of material fact, "the non-moving party then has the burden to show that an issue does exist." *Grant*, 786 A.2d at 583 (citing *Nader*, 408 A.2d at 41) (citation omitted). Once the burden has shifted, "[m]ere conclusory allegations on the part of the non-moving party are insufficient to stave off the entry of summary judgment." *Musa v. Continental Insurance Co.*, 644 A.2d 999, 1002 (D.C. 1994) (citing *Graff v. Malawar*, 592 A.2d 1038, 1040 (D.C. 1991)). The Court of Appeals has interpreted this to mean that the nonmoving party must bring forth specific facts by means of affidavit or other documents in a similar sworn fashion that indicate that there is in fact a genuine issue for trial. *See Potts v. District of Columbia*, 697 A.2d 1249 (D.C. 1997). Put another way, a motion for summary judgment compels the complainant to show that there is "sufficient evidence supporting the claimed factual dispute to require a jury or judge to resolve the parties' differing versions of the truth at trial." *International Underwriters, Inc. v. Boyle*, 365 A.2d 779, 782 (D.C. 1976).

In sum, the Court should grant this Motion for Summary Judgment "if (1) taking all reasonable inferences in the light most favorable to the nonmoving party, (2) a reasonable juror, acting reasonably, could not find for the nonmoving party, (3) under the appropriate burden of proof." *Nader*, 408 A.2d at 42.

In response to defendant's motion for summary judgement, plaintiff has failed to prove that a genuine issue of material effect exists with respect to any of her claims. Beyond reiterating the allegations set forth in her complaint, plaintiff fails to prove any additional evidence in the form of affidavits or other documents sworn under oath, which could substantiate

that a genuine issue of material fact exists. Faced with a complete absence of supporting evidence, the Court finds no other recourse but to grant defendant's motion.

Therefore, it is this day of 3rd February, 2003.

ORDERED that Motion for Summary Judgment of Defendant Marshall Heights Community Development Organization, Inc. is hereby GRANTED

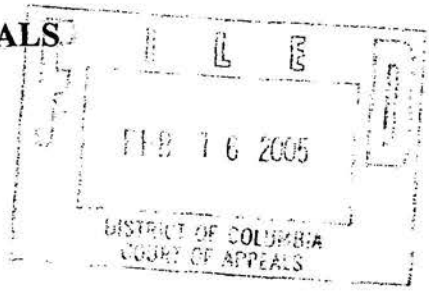
SO ORDERED.

Natalia M. Combs Greene
Associate Judge
(Signed in Chambers)

Copies to:
John E. Scheuermann, Esq.
Elizabeth Menist, Esq.
Scheuermann & Terhune
700 E Street, S.E.
Washington D.C. 20003

Dorothy Y. Douglas, *Pro Se*
4401 Minnesota Ave, N.E.
Washington, D.C. 20019

DISTRICT OF COLUMBIA COURT OF APPEALS



No. 03-CV-218

DOROTHY Y. DOUGLAS, APPELLANT

v.

MARSHALL HEIGHTS COMMUNITY DEVELOPMENT ORGANIZATION, INC., APPELLEE

Appeal from the Superior Court
of the District of Columbia
(CA-5299-02)

(Hon. Natalia Combs Greene, Trial Judge)

(Submitted February 12, 2004 Decided February 16 . 2005)

Before TERRY and RUIZ, *Associate Judges*, and FERREN, *Senior Judge*.

MEMORANDUM OPINION AND JUDGMENT

PER CURIAM: This is an appeal from an order granting the motion of Marshall Heights Community Development Organization, Inc. ("MHCDO") for summary judgment. Appellant, Dorothy Douglas, brought this suit against MHCDO, alleging that it had breached a contract to sell her certain real property, discriminated against her, and harassed her. The trial court ruled that there was no genuine issue of material fact in dispute and that there was a complete absence of supporting evidence for appellant's claims. Before this court, appellant argues that the grant of the motion for summary judgment was in error by reiterating her claims of breach of contract, housing discrimination, and harassment. In addition, appellant argues that counsel should have been appointed to represent her. We reject these claims and affirm the trial court's order.

I

Appellant's breach of contract claim fails because it is undisputed on the record that she never signed an agreement with MHCDO for the sale of any house at any point in time. MHCDO's written promise to work with appellant to help her locate a larger house does not amount to a contract for the sale of real property because that document does not contain a specific description of any piece of real property to be sold, nor does it state a purchase price for any property. Without these two necessary elements, the document cannot be regarded as a contract of sale. *See Apostolides v. Colecchia*, 221 A.2d 437, 438 (D.C. 1966). In the absence of a proper contract for the sale of real property, appellant's claim must fail as a matter of law. *Apostolides*, 221 A.2d at 438; *see Clay v. Hanson*, 536 A.2d 1097, 1102-1103 (D.C. 1988); *Rosenkoff v. Mariani*, 93 U.S. App. D.C. 111, 207 F.2d 449 (1953).[1]

Appellant's claim of discrimination under the Fair Housing Act does not meet the test for a prima facie case of discrimination with regard to the sale of a house. To establish a prima facie case, appellant must show (1) that she is a member of a protected class and that MHCDO knew or believed that she was; (2) that she offered to buy, and was qualified to buy, a MHCDO home; (3) that MHCDO rejected her offer; and (4) that MHCDO sold houses to other persons outside the protected class. *See Neithamer v. Brenneman Property Services, Inc.*, 81 F. Supp. 2d 1, 3-4 (D.D.C. 1999) (stating the elements of a prima facie case of housing discrimination, and citing cases). Because appellant was never qualified to buy a MHCDO home on account of her bad credit rating, she cannot prove a prima facie case of housing discrimination; consequently, MHCDO was entitled to summary judgment on this claim. *See Clifton Terrace Associates, Ltd. v. United Technologies Corp.*, 289 U.S. App. D.C. 121, 129, 929 F.2d 714, 722 (1991).

Appellant's harassment claim fails because there is no evidence of any link between appellant's alleged harassers and MHCDO. Instead, the supposed harassment appears to be related to an earlier dispute involving persons in her community who allegedly were dealing in illegal drugs. None of the three

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[1] Even if there had been an otherwise enforceable agreement to build her a bigger house, the fact that she did not qualify for a mortgage loan because of her poor credit rating would bar her breach of contract claim.

individuals whom appellant identified by name during her deposition had any association with MHCDO, and no evidence was presented to connect them with MHDCO in any other matter. Thus MHDCO was entitled to summary judgment on this claim as well.

II

Since she filed this suit in the trial court, appellant has repeatedly sought the appointment of counsel to represent her. While the trial court is permitted to assign legal counsel in civil cases such as this one, there is no law that requires it to do so. In her brief appellant cites a section of the Fair Housing Act, 42 U.S.C. § 3613 (b) (2000), which in her view mandates that the court appoint counsel in her case. That statute, however, says only that a court "may appoint" an attorney in an action brought under that section of the Code. The plain language of the statute leaves it up to the court, in its discretion, to decide whether to appoint counsel. We are fully satisfied that the court did not abuse its discretion in this instance. While appellant may desire appointed counsel, she is not entitled to it as a matter of right.

III

For the reasons we have stated, the judgment of the trial court is

Affirmed.

ENTERED BY DIRECTION OF THE COURT:



Garland Pinkston, Jr.
Clerk of the Court

03-CV-218

Copies to:

Hon. Natalia Combs Greene

Clerk, Superior Court

Dorothy Douglas, pro se
4401 Minnesota Ave. NE (19)

Elizabeth Menist, Esq.
Scheuermann & Terhune
700 "E" St. SE (03)

Exhibit E: **Letter from The Neighbors of Burns Street Organization**

The Neighbors of Burns Street Organization
840 Burns Street, S.E.
Washington, D.C. 20019

April 19, 20019

Mr. Paul A. Quander, Jr., Director
Court Services and Offender Supervision
Agency for the District of Columbia
633 Indiana Avenue, N.W. Suite 1220
Washington, D.C. 20004-2902

Dear Mr. Quander:

On behalf of the Neighbors of Burns Street Organization, I would like to thank you and your staff for the very informative presentation at our meeting on April 9, 2005. Additionally, we want to take this opportunity to tell you how appreciative this organization is of you for taking time out of your weekend to bring us up to date on some very important plans for our community. We thank you for being well informed, well prepared and enthusiastic about being with us. Please thank the builder and his assistant who also did not begrudge us their time and knowledge about the project.

We want this letter to also serve as notification of our unanimous support for the Community Supervision Office and Pretrial Unit to be built at Benning Road and East Capitol Street in South East. Not only do we feel that it will be good for the offenders and defendants who reside in Ward 7 but we feel that the building proposed will be an asset to this community.

If we can assist you, or help in any way, please don't hesitate to call on us. Again, let us thank you for asking for our input BEFORE final plans are etched in concrete.

Sincerely,

Elaine Bowman (202) 584-7545
FAX: (202) 584-2536
e-mail: bowmanonburns@starpower.net